BILL NO. S-80-08-29.

SPECIAL ORDINANCE NO. S-109-80

AN ORDINANCE approving a contract for Street Improvement Resolution No. 5882-80, between the City of Fort Wayne, Indiana, and L. W. Dailey, Inc., Contractor for street improvements.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated July 30, 1980, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and L.W. Dailey, Inc., Contractor, for:

curbs, sidewalks, drive approaches and wingwalks where needed on:

Lillie Street, both sides, between Colerick & Pontiac;
Leith Street, both sides, between Lafayette & Hanna;
Boltz Street, both sides, between Lafayette & Hanna;
Winter Street, both sides, between Colerick & Pontiac.

under Board of Public Works Street Improvement Resolution No. 5882-80 at a total cost of $87,798.50, from C, D & P Funds, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Samuel J. Talarico
COUNCILMAN

APPROVED AS TO FORM AND LEGALITY AUGUST 22, 1980.

J. E. Hoffman
JOHN E. HOFFMAN
City Attorney

Read the first time in full and on motion by Talarico, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee Public Works. (and the City Plan Commission for ~~recommendation) and Public Hearing to be held~~ after due legal notice, ~~at the Council Chambers, City-County Building~~, Fort Wayne, Indiana, on ______, the ______ day of ______, 19__, at ______ o'clock ___ M.,E.S.T.

DATE: 8-26-80

CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Eisbart, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8	0		1	
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.				X	
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 9-9-80

CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE ~~(RESOLUTION)~~ No. S-109-80 on the 9th day of September, 1980.

ATTEST: (SEAL)

CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of September, 1980, at the hour of 11:30 o'clock P M.,E.S.T.

CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 12th day of Sept., 1980, at the hour of 10 o'clock A M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-08-29

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Street Improvement Resolution No. 5882-80, between the City of Fort Wayne, Indiana, and L.W. Dailey, Inc., Contractor for street improvements

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN	Samuel J. Talarico
PAUL M. BURNS, VICE CHAIRMAN	Paul M. Burns
JOHN NUCKOLS	John Nuckols
MARK GiaQUINTA	Mark E. GiaQuinta
ROY SCHOMBURG	Roy J. Schomburg

CONCURRED IN

DATE 9-9-80 CHARLES W. WESTERMAN, CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

August 8, 1980

The Common Council
Fort Wayne, Indiana

SUBJECT: Curb, Sidewalk, Drive approaches & Wingwalks
Resolution 5882-1980

Gentlemen and Mrs. Schmidt:

Contract on subject project has been awarded to L. W. Dailey, Inc., in the amount of $87,798.50. The improvement covers construction of curbs, sidewalks, drive approaches and wingwalks where needed on: (1) Lillie Street, both sides, between Colerick & Pontiac; (2) Leith Street, both sides, between Lafayette & Hanna; (3) Boltz Street, both sides, between Lafayette & Hanna; (4) Winter Street, both sides, between Colerick & Pontiac.

This project will be paid from C D & P funds.

Considering the amount of work involved and to assist contractor in scheduling during this construction season, the Board respectfully request a "Prior Approval" of this contract.

Attached for your information is a copy of the contract, improvement resolution denoting areas to be improved and bid tabulation.

Sincerely,

Mark L. Akers, Chairman

MLS:ssa

Attachment
cc: Mayor

APPROVED:

____________ ____________ ____________

____________ ____________ ____________

____________ ____________ ____________

MEMBERS OF THE COMMON COUNCIL

ATTEST: __________________

orig. #6762

SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING ____________
RATIFICATION ____________

69-120-11 7/30/80

CONTRACT

This Agreement, made and entered into this 30th day of July, 1980

by and between ------------------ L. W. DAILEY, INC. ------------------

-------------- 1034 OAKLAND STREET, FORT WAYNE, INDIANA --------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
Resolution No. 5882-80
prove curb, sidewalk, drive approaches and wingwalks where needed on:
1) Lillie Street, both sides, between Colerick & Pontiac,
2) Leith Street, both sides, between Lafayette & Hanna,
3) Boltz Street, both sides, between Lafayette & Hanna,
4) Winter Street, both sides, between Colerick & Pontiac.

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX~~

----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5882-80 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Concrete Removal	Three dollars and no cents per square yard	3.00
Curb Removal	One dollar and fifty cents per lineal foot	1.50
Concrete Sidewalk 4" Incl. Yardwalk	One dollar and thirty cents per square foot	1.30
Concrete Wingwalk 6" Incl. Ramps	One dollar and seventy-five cents per square foot	1.75
Concrete Private Driveway Approach 6"	Fifteen dollars and no cents per square yard	15.00
Concrete Alley Driveway Approach 8"	Eighteen dollars and no cents per square yard	18.00
2' Curbface Walk Incl. Excavation	Two dollars and ninety cents per square foot	2.90
Bank Run Gravel	Four dollars and no cents per ton	4.00
Topsoil	Six dollars and no cents per ton	6.00
Sod	One dollar and no cents per square yard	1.00
Seeding	No dollars and seventy-five cents per square yard	0.75
TOTAL	Eighty-seven thousand, seven hundred and ninety-eight dollars and fifty cents	$87,798.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5882-80 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before October 15, 19 80 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this______ day of____________, 19___

ATTEST:

Lorraine L. Casper
Corporate Secretary

L. W. DAILEY, INC.

BY: [signature]

ITS: Pres.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[signature]

Robert Anderson [signature]

ATTEST:

Sandra E. Kennedy
Secretary and Clerk

Its Board of Public Works and Mayor.

Approved as to form + legality
[signature]

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

<u>15-13-2 Mandatory Covenants</u>. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5882 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb, sidewalk, drive approaches and wingwalks where needed on (1) LILLIE ST., both sides between Colerick and Pontiac

(2) LEITH ST., both sides between Lafayette and Hanna

(3) BOLTZ ST., both sides between Lafayette and Hanna

(4) WINTER ST., both sides between Colerick and Pontiac

also known as OXFORD PHASE V NEIGHBORHOOD IMPROVEMENT.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid Community Development & Planning.

Adopted, this ______ *day of* ______

ATTEST: ______

Secretary & Clerk

BOARD OF PUBLIC WORKS: [signatures]

CALHOUN PRESS

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we L. W. DAILEY, INC. as Principal, and the The St. Paul Fire & Marine Insurance Company ________________, a corporation organized under the laws of the State of Minnesota, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of EIGHTY-SEVEN THOUSAND, SEVEN HUNDRED AND NINETY-EIGHT DOLLARS AND FIFTY CENTS---------------------------- ($ 87,798.50-----------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the ______ day of ________________, 19____, enter into a contract with the City of Fort Wayne to construct

Resolution No. 5882-80

To improve curb, sidewalk, drive approaches and wingwalks where needed on:

1) Lillie Street, both sides, between Colerick & Pontiac,
2) Leith Street, both sides, between Lafayette & Hanna,
3) Boltz Street, both sides, between Lafayette & Hanna,
4) Winter Street, both sides, between Colerick & Pontiac.

at a cost of $ 87,798.50------, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

L. W. DAILEY, INC.
(Contractor)

BY: ______________________

ITS: ______________________

ATTEST:

____

(Title) Corporate Secretary

ST. PAUL FIRE & MARINE INSURANCE COMPANY
Surety

*BY: ______________________
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

Class I

ST. PAUL FIRE AND MARINE INSURANCE COMPANY (A Capital Stock Company)

ST. PAUL, MINNESOTA

Fidelity and Surety Department

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, Leonard Shirley, Lane I. Ross, Vicki L. Anderson, individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,--Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 24th day of June A. D. 1980

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA }
County of Ramsey } ss.

Vice President.

On this 24th day of June 19 80, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1983

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11th day of July 19 80

Secretary.

*Unlimited as to character and amount.

10870 CPS Rev. 10-74 Printed in U.S.A.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----------------------- L. W. DAILEY, INC. -------------------------------------
(Name of Contractor)

---------------------- 1034 OAKLAND STREET, FORT WAYNE, INDIANA -----------------
(Address)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and ______________________________
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of EIGHTY-SEVEN THOUSAND, SEVEN HUNDRED AND NINETY-EIGHT DOLLARS AND FIFTY CENTS---------------------------------- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ________ day of ____________________, 19_____, for the construction of:

Resolution No. 5882-80

To improve curb, sidewalk, drive approaches and wingwalks where needed on:

1) Lillie Street, both sides, between Colerick & Pontiac,
2) Leith Street, both sides, between Lafayette & Hanna,
3) Boltz Street, both sides, between Lafayette & Hanna,
4) Winter Street, both sides, between Colerick & Pontiac.

at a cost of EIGHTY-SEVEN THOUSAND, SEVEN HUNDRED AND NINETY-EIGHT DOLLARS AND FIFTY CENTS-- ($87,798.50--------------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in ________ counterparts, each one of which shall be deemed an original, this ______ day of ____________________, 1979.
(number)

(SEAL)

ATTEST:

Lorraine I. Cooper
(Principal) Secretary
Corporate-

Connie L. Emerson
Witness as to Principal

PO Box 8132
(Address)

Ft Wayne In 46898

L. W. DAILEY, INC.
Principal

BY: [signature]

Pres
(Title)

POB 8132 Ft Wayne In 46898
(Address)

YASTE, ZENT & RYE, INC.
Authorized Agents
BY: [signature]
Witness as to Surety

201 W. Wayne Street
(Address)

Fort Wayne, Indiana

ST. PAUL FIRE & MARINE INSURANCE COMPANY
Surety
BY Vicki L. Anderson
Attorney-in-Fact
(Authorized Agent)

201 W. Wayne Street

Fort Wayne, Indiana
(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

Class I

Fidelity and Surety Department

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
ST. PAUL, MINNESOTA

(A Capital Stock Company)

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, Leonard Shirley, Lane I. Ross, Vicki L. Anderson, individually, Ft. Wayne, Indiana

its true and lawful attorneys(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,–Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 24th day of June A. D. 1980

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA }
County of Ramsey } s s.

Vice President.

On this 24th day of June 19 80, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1983

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11th day of July 19 80

Secretary.

*Unlimited as to character and amount.

10870 CPS Rev. 10-74 Printed in U.S.A.

[illegible]

SS-S... [illegible]
US-UNSKILLED
IF-INDUSTRIAL FUN
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT, WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1980.
In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following tra to wit;

TRADES OR OCCUPATION		CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC
ASBESTOS WORKER		S	13.80	55¢	1.25			3if
BOILERMAKER		S	13.25	1.17½	1.00		3¢	
BRICKLAYER		S	12.21	57¢	.50		3¢	6if
CARPENTER	(BUILDING)	S	11.29	70¢	6%		2¢	4if
	(HIGHWAY)	S	11.93	70¢	.70		5¢	2if
CEMENT MASON		S	10.85	75¢	.80		2¢	
ELECTRICIAN		S	13.05	55¢	3%+50¢		6¢	1%I[illegible]
ELEVATOR CONSTRUCTOR		S	12.33	1.04½	.82	8%	3½¢	
GLAZIER		S	11.39		.25	40¢	4¢	.25¢h[illegible]
IRON WORKER		S	12.35	1.00	1.45		2¢	25 a[illegible] 21f
LABORER	(BUILDING)	S-SS US	8.55-9.55	.70	.70		9¢	
	(HIGHWAY)	S-US-SS	8.30-9.15	.70	.70		9¢	
	(SEWER)	S-US-SS	8.30-9.15	.70	.70		9¢	
LATHER		S	11.79		.80		1¢	3if
MILLWRIGHT & PILEDRIVER		S	11.69	.70	6%		2¢	4if
OPERATING ENGINEER	(BUILDING)	S-SS US	8.35-12.50	.75	.65		10¢	
	(HIGHWAY)	S-SS-US	8.59-11.57	.75	.65		10¢	
	(SEWER)	S-SS-US	8.59-11.57	.75	.65		10¢	
PAINTER		S	9.90-10.90	.60	.85		12¢	6mi[illegible]
PLASTERER		S	10.08	.60	.80			
PLUMBER & STEAMFITTER		S	13.75	.55	.90		7¢	71[illegible]
MOSAIC & TERRAZZO GRINDER		S	9.50-11.05					
ROOFER		S	11.90		.30			
SHEETMETAL WORKER		S	12.67	.72	.77		10¢	42¢s[illegible] 14if
TEAMSTER	(BUILDING)	S-SS US	9.60½-10.55½	29.00pw	37.00pw			
	(HIGHWAY)	S-SS-US	8.20½-9.80½	31.50pw	37.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHA[LL BE] PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this [p...] as set by the wage scale committee, but in no way shall it prevent the contractor or su[b] contractor from paying a higher rate of wages than set out in the schedule of wages on [...]

DATED THIS 1 DAY OF April, 19 80

REPRESENTING GOVERNOR, STATE OF

REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representativ of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

TITLE OF ORDINANCE SPECIAL ORDINANCE - CURBS & SIDEWALKS RES. 5882-80 L. W. DAILEY, INC.

4942

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-80-08-29

SYNOPSIS OF ORDINANCE CURBS, SIDEWALKS, DRIVE APPROACHES AND WINGWALKS WHERE NEEDED ON:

1. Lillie Street, both sides, between Colerick & Pontiac.
2. Leith Street, both sides, between Lafayette & Hanna
3. Boltz Street, both sides, between Lafayette & Hanna.
4. Winter Street, both sides, between Colerick & Pontiac.

(CONTRACT ATTACHED)

PRIOR APPROVAL REQUESTED

EFFECT OF PASSAGE ABOVE DESCRIBED TARGET AREA - CURBS, SIDEWALKS, DRIVE APPROACHES AND WINGWALKS IMPROVED.

EFFECT OF NON-PASSAGE CURBS, SIDEWALKS, DRIVE APPROACHES AND WINGWALKS ON LILLIE ST., LEITH ST., BOLTZ ST AND WINTER ST WILL NOT BE IMPROVED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $87,798.50 - PAID BY D, D & P FUNDS

ASSIGNED TO COMMITTEE Public Wks

EP